



BURLINGTON NORTHERN

LAW DEPARTMENT

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

January 16, 1981

RECORDATION NO. 6432 - ~~6432~~ ^T *Changed to*
Filed 1975 *E*

Office of the
Interstate Commerce Commission
Washington, D.C. 20423

JAN 21 1981 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

Dear Sirs:

Enclosed for filing, pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts of Supplemental Lease of Equipment dated October 20, 1980, supplementing an equipment trust lease which together with an agreement constitutes Burlington Northern Equipment Trust of 1971, Series 3.

A general description of the equipment covered by the enclosed supplement is as follows: Two 26,000 gallon tank cars, numbered and lettered BN 875069 and BN 875070.

The equipment trust lease and agreement constituting the equipment trust was recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act and assigned a recordation number as follows:

	<u>Date Recorded</u>	<u>Recordation Number</u>
Burlington Northern Inc. Equipment Trust of 1971, Series 3	12-20-71	6432

The names and addresses of the parties to the Supplemental Agreement are as follows:

Citibank, N.A., 5 Hanover Square, New York,
New York 10043

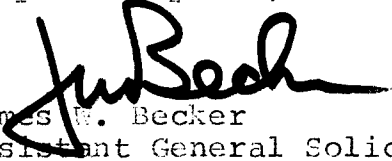
Burlington Northern Inc., Lessee, 176 East Fifth
Street, St. Paul, Minnesota 55101

Also enclosed is a check in the amount of \$10 payable to you as Secretary of the Commission covering the \$10 cost of recording of the attached Supplemental Agreement.

Interstate Commerce Commission
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Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., 523 Pennsylvania Building, 425 - 13th Street, N.W., Washington, D.C. 20004.

Very truly yours,


James W. Becker
Assistant General Solicitor

JWB:jb

Enclosures

JAN 21 1981 - 1 15 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated as of October 20, 1980, by
and between

BURLINGTON NORTHERN INC., a corporation of the
State of Delaware, hereinafter called Railroad, party of the
first part; and

THE CHASE MANHATTAN BANK (National Association),
a national banking association organized and existing under
the laws of the United States of America,

W I T N E S S E T H: That

WHEREAS, Pullman Incorporated (Pullman-Standard
Division) and Railroad entered into a Conditional Sale
Agreement dated as of April 1, 1970, as amended (hereinafter
called Conditional Sale Agreement) pursuant to which Builder
sold and delivered to Railroad and Railroad purchased from
Builder certain railroad equipment (hereinafter called
Equipment) therein described, which said Conditional Sale
Agreement was assigned by Builder to Assignee by Agreement
and Assignment dated as of April 1, 1970, as amended (here-
inafter called Assignment); and

WHEREAS, in Article 8 of the Conditional Sale
Agreement, it is provided that in the event any unit of the
Equipment shall have suffered a Casualty Occurrence and the
Railroad shall have paid to the Assignee the value of the
unit as provided for therein, then upon the filing with
the Assignee of the appropriate documents, any moneys paid
to the Assignee pursuant to said Article 8 may be applied
to or toward the cost of a replacing unit of standard gauge
railroad equipment (other than work or passenger equipment)
first put into service no earlier than April 1, 1970; and

WHEREAS, the Railroad, in compliance with the
aforesaid requirements of Article 8 of the Conditional Sale
Agreement, now proposes to cause title to four (4) 26,000-
gallon tank cars bearing Railroad's Road Nos. BN 875065
through BN 875068 (hereinafter called Additional Equipment),
to be vested in the Assignee, free and clear of all liens and
encumbrances subject to the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the premises,
it is agreed between Railroad and Assignee:

That Assignee (as "Vendor" pursuant to Article 26
of the Conditional Sale Agreement) hereby agrees to accept
the Additional Equipment, upon compliance by Railroad with
the requirements of Article 8 of Conditional Sale Agreement,
as accessions to the Equipment thereunder and subject to all
of the terms and conditions of the Conditional Sale Agree-
ment as though part of the original Equipment thereunder,
free and clear of all liens and encumbrances.

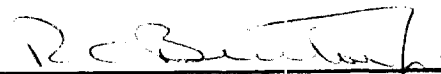
This Supplemental Agreement may be simultaneously
executed in any number of counterparts, each of which so
executed shall be deemed to be an original, and such counter-
parts together shall constitute but one and the same contract,
which shall be sufficiently evidenced by any such original
counterpart.

IN WITNESS WHEREOF, the parties hereto have
caused these presents to be executed in their respective
corporate names and their respective corporate seals to be
hereunto affixed and attested as of the day and year first
above written.

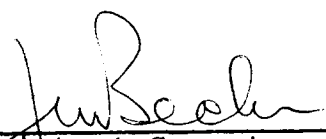
BURLINGTON NORTHERN INC.

(SEAL)

By

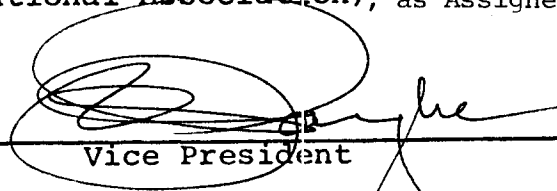

Vice President and
Treasurer

ATTEST:


Assistant Secretary

THE CHASE MANHATTAN BANK
(National Association), as Assignee

By


Vice President

(SEAL)

ATTEST:


Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 15th day of August, 1980, before me personally appeared J.A. [redacted], to me personally known, who being by me duly sworn, says that he is a Vice President of the Chase Manhattan Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Della M. Killett

(SEAL)

DELLA M. KILLETT
Notary Public, State of New York
No. 2466907
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1981

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 19th day of January, 1981, before me personally appeared Raymond C. Burton, Jr., to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

